



**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

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Commissioners

**Carlos Jackson**  
Executive Director

September 13, 2005

Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**AUTHORIZE ACCEPTANCE OF FUNDS FROM THE COUNTY OF LOS ANGELES  
AND APPROVE ARCHITECTURAL SERVICES AGREEMENT FOR DEVELOPMENT  
OF A CHILD CARE CENTER IN UNINCORPORATED EAST LOS ANGELES (1)  
(3 VOTE)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Executive Director of the Community Development Commission to accept \$2,100,000 from the County of Los Angeles to assist in planning and design activities for development of a child care center, to be located at the southeast corner of Mednik Avenue and Civic Center Way, in unincorporated East Los Angeles and to incorporate the funds into the Commission's approved Fiscal Year 2005-2006 budget.
2. Authorize the use of the above funds to reimburse the Commission for initial project-related planning costs incurred in advance of the award of the grant from the County, in an amount not to exceed \$40,000.
3. Approve and authorize the Executive Director of the Commission to execute a two-year Architectural Services Agreement (Agreement) in the amount of \$188,750 and all related documents, between the Commission and Birba Group Architects (the Architect), using the above transferred funds, to provide full architectural services and perform other related work for development of the above child care center; and authorize the Executive Director to extend the time of performance by up to 18 months to allow the Architect to perform construction observation services during the construction phase of the project and/or close out services after construction completion, at no additional cost.



4. Authorize the Executive Director to execute amendments to the Agreement, following approval as to form by County Counsel, to increase the compensation by a maximum of \$47,187 for unforeseen project costs, using the same source of funds above.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of the recommendation is to accept funds from the County of Los Angeles and to award a two-year Agreement to provide full architectural services and perform other related work to develop a child care center in East Los Angeles.

**FISCAL IMPACT/FINANCING:**

The Commission will accept and incorporate into the Commission's approved Fiscal Year 2005-2006 budget \$2,100,000 provided by the County for development of the child care center. The funds will be used for development of the child care center, including reimbursing the Commission up to \$40,000 for planning-related costs incurred in advance of the award of the grant from the County.

The Agreement will be funded with \$188,750 in transferred funds received from the County. A 25 percent contingency, in the amount of \$47,187, is also being set aside for unforeseen costs, using the same source of funds.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

On June 20, 2005, your Board instructed the Chief Administration Officer to transfer \$2,100,000 in First District Capital Project net County cost from the Project and Facility Development Fund to the Commission. The funds will be used to assist with planning and design activities for development of a child care center in East Los Angeles.

The child care center will be located on a vacant lot at the southeast corner of Mednik Avenue and Civic Center Way. The local community has a significant need for child care services. The proposed child care center will serve up to 80 children and will be up to 6,000 square feet in size.

The Commission wishes to retain the services of the Architect to provide full architectural services for the development of the child care center. The Architect will be responsible for architectural programming, concept design, design development, construction drawings, specifications, construction administration and project close out. The Architect will also be responsible for obtaining all plan check approvals, assisting with the bid phase to identify a contractor to build the child care center, and providing any other services required to complete the project.

The Agreement may be extended for up to an additional 18 months, in order to allow the Architect to perform construction observation services during the construction phase of the project and/or close out services after construction completion. Compensation for

these services is included in the full Agreement amount.

Should the Architect require additional or replacement personnel during the term of the Agreement, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet the minimum qualifications for the open positions. The Architect will contact the County's GAIN/GROW Division for a list of participants by job category.

The Agreement has been approved as to form by County Counsel and executed by Birba Group Architects.

The Commission will return to your Board in the future to award a contract for construction of the child care center.

#### **ENVIRONMENTAL DOCUMENTATION:**

This project is exempt from the provisions of National Environmental Policy Act pursuant to 24 Code of Federal Regulations Part 58, Section 58.34 (a)(1) & (8) because it involves design activities that will not have a physical impact on or result in any physical changes to the environment. The project is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

The environmental review record for this project is available for viewing by the public during regular business hours at the Commission's main office, located at 2 Coral Circle, Monterey Park.

#### **CONTRACTING PROCESS:**

On March 21, 2005, the Commission initiated a Request for Statement of Qualifications (RFSQ) process inviting interested firms to submit statements of qualifications to provide the needed architectural services. Notices of the RFSQ were mailed to 202 architectural firms identified from the Commission's vendor list. Announcements also appeared in five local newspapers and on the County's Small Business website. As a result of the outreach, 51 RFSQs were requested and distributed.

By the deadline of April 13, 2005, 11 firms submitted Statements of Qualifications (SOQ). A review panel of Commission personnel evaluated and ranked the SOQs. Based on receiving the highest score, Carde Ten Architects was invited to submit a fee proposal and enter into negotiations with the Commission. However, due to a heavy workload schedule, the firm withdrew from negotiations. Therefore, the Commission entered into negotiations with the second highest scoring firm, Birba Group Architects, resulting in a mutually agreeable fee of \$188,750.

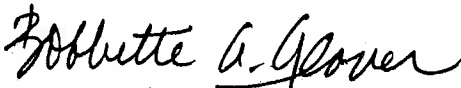
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The Summary of Outreach Activities is provided with this letter as Attachment A.

**IMPACT ON CURRENT PROJECT:**

The Agreement will provide services necessary to complete design of the proposed child care center.

Respectfully submitted,

  
for CARLOS JACKSON  
Executive Director

Attachments: 2

# **ARCHITECTURE SERVICES AGREEMENT**

**Agreement for Professional Services**

**Between**

**The Community Development Commission  
of the County of Los Angeles**

**And**

**BIRBA GROUP ARCHITECTS**

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### **Section 1.0 Recital**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between the Community Development Commission of the County of Los Angeles, hereinafter called "**the Commission,**" or "**Owner**" and BIRBA GROUP ARCHITECTS, hereinafter called "**the Consultant.**"

### **Section 2.0 Purpose**

The purpose of this Agreement is to allow the Commission to retain the services of the Consultant to provide for the full range of architectural design services, and any other required services required for the development and construction of a child care center located in East Los Angeles.

### **Section 3.0 Term**

This Agreement shall commence as of the day and year first above written and shall remain in full force for a two (2) year duration, with the option to renew for up to eighteen (18) months, unless sooner terminated or extended in writing as provided herein. A performance review shall be conducted no later than 90 days prior to the end of the first and second years of the agreement to evaluate the performance of the Consultant. Based on the assessment of the performance review, written notification will be given to the Consultant whether the Agreement will be terminated at the end of the current year or will be continued into the next Agreement year.

### **Section 4.0 Consultant Responsibilities**

Upon the request of the Commission's Contracting Officer or designee, which may include the Director of the Construction Management Division, the Consultant shall complete the work program described in this Agreement for the subject project. The Consultant agrees that all work performed by the Consultant will be the sole responsibility of the Consultant. The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its poor workmanship, including items which are not in compliance with federal, state, county or city laws, regulations and guidelines will be the sole responsibility of the Consultant.

#### **Section 4.1 Scope of Work**

Perform all engineering and design work related to or required for the performance of this Agreement and as itemized below. This may include a civil engineer's survey documenting existing site conditions such as site boundaries, dimensions, features, easements, structures, trees and any other items needed to properly prepare conceptual and technical drawings for the site and building design; geo-technical reports; landscape design; deputy inspections during construction; and any other engineering services and/or inspections required to complete design and construction. Prepare a detailed design schedule showing how the Consultant will meet the Owner's target deadlines with respect to phases identified below.



## **ARCHITECTURAL PROGRAMMING PHASE**

Solicit programming information from Owner, Owner's representative, proposed user / child care provider, and other agents to ascertain design needs, requirements and criteria. This may include listing of staff needs such as offices, storage rooms, restrooms, etc; adjacencies of rooms or spaces to meet a program or functional need; user scenarios that show how spaces are used sequentially such as drop off to check in to care rooms, etc.

Translate programmatic information into bubble diagrams and conceptual design.

## **DESIGN THROUGH PLAN CHECK PHASE**

- A. Prepare designs, plans, calculations, and specifications for the child care center.
- B. Meet with Owner's representatives proposed user / child care provider, and other agents to finalize the design scope of work and intent.
- C. Research and review all existing documents and data about the site including any available as-built information.
- D. Interface with all relevant governmental and other agencies having jurisdiction over this project, and ensure that all of their requirements are addressed in the projects design.
- E. Perform site investigations to identify below or aboveground structures, underground improvements including but not limited to abandoned and active utilities and any other elements or factors that might affect the project.
- F. Prepare and present at least three different conceptual site and building designs.
- G. Present the conceptual designs to multiple audiences which may include the Commission, Department of Public Works, Board of Supervisors' Offices, proposed user / child care provider, and other agents. Landscape schemes shall incorporate environmentally responsible, yet easy to maintain plants, shrubs, and trees that are drought tolerant and, when mature, will provide ample shade.
- H. Refine one of the conceptual designs chosen most popular through consensus of the interest groups identified above and incorporate salient features from other schemes into one design. Complete design development, construction documents, bidding, and construction administration phases.
- I. Complete utility usage / load calculations for water and electrical and size new system appropriately.

- J. Design the new project, drawn to scale, in AutoCAD 14 or a newer version of AutoCAD. Include items such as, demolition plans, grading and civil engineering plans; architectural construction drawing and specifications and calculations; all needed building and site consultant drawings including mechanical, electrical, plumbing, and structural; landscape drawings; calculations for storm water pollution control requirements, filtering requirements and backflow preventers.
- K. Design shall include accessibility improvements required by code.
- L. Design shall include new site lighting.
- M. Design the project so that there will be proper drainage and proper interface with existing site features including but not limited to curbs, gutters, driveway aprons, other flatwork, art work, and setback requirements; new electrical transformer enclosures; trash enclosures; and any other site architectural structures. Coordinate all site utility elements for all site architectural structures with all utility purveyors. Update design, calculations, and specifications to meet utility requirements.
- N. Prepare written recommendations on how to protect and mitigate damage to existing structures and infrastructure while new improvements are constructed.
- O. Produce written specifications in CSI 16-division format that will be compiled with Division 1 specifications to be provided by the Owner's Representative.
- P. Submit ready for competitive bidding, fully approvable, code-compliant, plans and specifications within budget and funding deadlines.
- Q. **Plan Check:** Prepare all information and documents necessary for plan check. Submit for the Owner's review and comment and make corrections at each of the following stages of development prior to submittal for plan check:
  - a. Conceptual phase. Prepare conceptual drawings to submit to public agencies such as Building and Safety, Fire Department, Planning, and other agencies to identify and confirm all building and site requirements upfront.
  - b. Schematic phase.
  - c. Design Development Phase.
  - d. Construction Documents at 50% completion.
  - e. Construction Documents at 100% completion. Finally, submit by \_\_\_\_\_, 2006, for plan check to all authorities having jurisdiction over the projects including but not limited to Building and Safety, Fire Department, Public Works landscape review service, DPW Grading and Drainage Division, and local Regional Planning departments. Prepare all calculations and in-person submittals. Complete all required corrections including those of any

subconsultants and coordinate corrections among all disciplines. Prepare and make in-person resubmittals until all authorities having jurisdiction approve all the plans, specifications, and calculations.

- R. **Cost Estimates:** Complete a written cost estimate in an electronic spreadsheet format program so that "what-if" scenarios and value-engineering can, if necessary, be considered throughout the design process (see sections 4.2 and 4.4, below). Additionally, prepare an ongoing value-engineering list of items and dollar amounts at each design phase that identifies possible options that may help project stay under budget during design, bid and construction phases. Submit cost estimates in the following format and at the following phases:
- a. **Schematic Design:** Conceptual lump sum cost estimate based on construction methods, improvement type, use, and size, at the conclusion of schematic design.
  - b. **Design Development:** Detailed, itemized take-off estimate at the completion of design development.
  - c. **Construction Documents:** Updated, detailed itemized take-off estimate at 50% construction documents; and final detailed itemized take-off estimate at 90% complete construction documents phase (plan check submittal).

## BIDDING PHASE

- A. Prepare bid packages.
- B. Attend Pre-bid walk through and answer any questions.
- C. Issue addenda, as needed
- D. Review bids and make recommendations to the Owner.
- E. If re-bidding is required, update and revise bid packages as needed for a second bidding.

## CONSTRUCTION ADMINISTRATION PHASE

- A. **Change Order Analysis:** Review contractors' change order requests and determine eligibility and reasonableness of items and cost. Counter-sign change orders.
- B. **Inspections:** Conduct inspections and provide approval certifications for the work observed.
- C. **Construction Administration:** Construction administration, including but not limited to the following various sub-tasks:
  1. Attend Pre-Construction Conferences, Change Order negotiation meetings, and weekly on-site construction progress meetings with Contractors, Owner's Representative, and Construction Management Representative. Provide meeting minutes.
  2. Review and comment on all contractors' submittals (response time for each in parentheses) including product data (5 days), shop drawings (5

days), plant materials (2 days), alternates (5 days), requests for information (24 hours), project schedule (5 days), substitutions (5 days), and closeout submittals (5 days).

3. Provide written observation reports of work to help assure good workmanship and compliance with specifications, and all applicable codes, and regulations.
4. Prepare, maintain, and update project minutes each week following each weekly construction job site meeting. Minutes will be prepared or updated following the weekly job site meetings and distributed to construction team members, including the contractor, owner, and other team members as required within three business days of the weekly job site meetings.
5. Coordinate inspection activities with hazardous material removal consultants, if necessary.
6. Conduct inspections to verify that all phases of Contractor's work comply with project contract documents and manufacturer's specifications. Report any defective work to the Owner's Representative.
7. Document, through issuance of regular, periodic reports, construction activities including all noted and corrected deficiencies observed.
8. Verify and co-sign progress payments to ensure Contractor is requesting only appropriate amounts for work-in-place.
9. Engage a soils testing lab to take samples, to check soil composition and make recommendations for amendments to promote healthy growth in new plant material. Submit a copy of all testing results to Owner's representative.

**D. Trouble-shooting:** Trouble-shooting and submission of written solutions to resolve construction defects and disputes.

#### **Section 4.2          Design Within Funding Limits**

If the proposed design as bid varies more than 5% above the Owner's budget or more than 10% below the budget, the Consultant will re-design the project to meet the above-named budgetary targets at no cost to the Owner.

#### **Section 4.3          Standard of Care**

The Consultant represents, covenants, and agrees that all of the services to be furnished by the Consultant under or pursuant to this Agreement, from the inception of this Agreement until the Project has been fully completed, shall be of a standard and quality that prevails among highly qualified and competent architects engaged in architectural practice in the Southern California area under the same or similar

circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality and schedule ["Professional Standard"]). Consultant accepts the special relationship of trust and confidence established between it and Commission by this Agreement. Consultant covenants to design the Project and produce the necessary Construction Documents, and to further the interests of Commission in accordance with Commission's requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that Consultant is performing services under this Agreement.

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services that do not meet the Professional Standard.

#### **Section 4.4**      **Value Engineering**

Consultant acknowledges and understands that it is Commission's objective to construct the Work, wherever possible and without sacrificing the Design, as economically as possible. Consistent with this objective, it shall be Consultant's obligation to perform detailed value engineering during the Project, and to make changes as necessary to keep the estimate within 10% of the currently established construction budget, so as to present to Commission alternative designs, engineering, materials, and methods of construction that will reduce costs and the Agreement time. Failure by Consultant to comply with such obligation under circumstances in which Consultant knew or reasonably suspected the existence of such alternatives shall constitute a breach of this Agreement. Commission shall have the right, at its sole discretion, to decline to approve and incorporate Consultant's cost reduction alternatives into the Work.

#### **Section 4.5**      **Reproduction of Final Documents**

The Consultant shall cause two (2) sets of blueprints, specifications, estimates, etc. to be provided to the Commission at all submittal phases including such sets as may be required for plan check agencies and one (1) complete set of approved, reproducible construction documents to be delivered for construction solicitation purposes. The cost of reproducing these documents is included in the Consultant's basic fee.

#### **Section 4.6**      **Changes Required**

The Consultant shall promptly make all changes in the construction solicitation documents necessary to obtain approval of the agencies described above for construction, services, and occupancy without additional compensation or reimbursement. The Consultant shall make all reasonably requested changes in the drawings and specifications based upon Commission's review of the progress submittals.

#### **Section 4.7 Project Schedule**

Consultant shall work in accordance with the Project Schedule established in the Notice to Proceed for each project or assignment under this Agreement.

#### **Section 5.0 Consultant's Personnel and Subconsultants**

The Consultant's employees and subconsultants identified below are considered essential to the Agreement work effort. Prior to diverting or substituting any of the specified individuals, the Consultant shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the Agreement. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Contracting Officer.

##### **Employees:**

Pedro Birba, Principal & Project Manager  
Merlin Liban, Assistant Project Manager  
Ronald Pangilinan, Job Captain

##### **Subconsultants:**

Mollenhauer Group (Surveying and Civil Engineering)  
Wheeler and Gray (Structural Engineers)  
William Yang and Associates (Mechanical-Electrical-Plumbing Engineers)  
Coyote Nights (Landscape Architect)  
Geotechnologies (Soils Engineering)  
D.J.S. Special Inspections (Deputy Inspection)  
Other subconsultants as may be approved by the Commission

#### **Section 5.1 Independent Consultant**

The Consultant shall perform the services as contained herein as an independent consultant and shall not be considered an employee of the Commission or under Commission supervision or control. This Agreement is by and between the Consultant and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between the Commission and the Consultant.

The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its negligence, including items that are not in compliance with federal, state, or local codes, regulations and laws, will be the sole responsibility of the Consultant.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable and responsible hereunder.

#### **Section 5.2 Successor and Assignment**

The services as contained herein are to be rendered by the Consultant whose name is as appears first above written and said Consultant shall not assign nor transfer any interest in this Agreement without the prior written consent of the Commission.

However, the Commission reserves the right to assign this Agreement to another public agency without the consent of the Consultant.

### **Section 5.3 Employees of Consultant**

Workers' Compensation: Consultant understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the purpose of workers' compensation liability, employees solely of Consultant. Consultant shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the Commission under this Agreement.

Professional Conduct: The Commission does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or subconsultants which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Consultant's employees, agents or subconsultants providing services for the Commission. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subconsultants and is responsible for taking appropriate action after the Consultant receives reports of harassment.

### **Section 5.4 Subcontracting**

The Consultant may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement. The Consultant shall not subcontract any part of work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

### **Section 6.0 Responsibilities of the Commission**

- a. The Commission shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the work.
- b. The Commission shall designate the representative authorized to act in its behalf with respect to the Project. The Commission or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.
- c. The Commission's designated representative authorized to act in its behalf with respect to the Project shall be:

Byron G. Ely, Director  
Construction Management Division  
Community Development Commission  
4800 E. Cesar Chavez Ave.  
Los Angeles, CA 90022

- d. The Commission's representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.
- e. The Commission shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to the services to be provided hereunder which are reasonably available to the Commission. However, their accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Commission are the proprietary and confidential property of the Commission and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Commission upon completion of the project.
- f. The Commission shall also work with the Consultant to discover existing site conditions that may affect the order, progress, and cost of the work.
- g. The Commission shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

#### **Section 7.0 Release of News Information**

No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the Commission's Executive Director or designee.

#### **Section 8.0 Confidentiality of Reports**

The Consultant shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

#### **Section 9.0 Compensation; Agreement Type and Payment – not-to-exceed**

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of \$188,750.00.

Payment for Consultant fee shall be made based on the phases and amounts specified below. These amounts include the cost of all services including those of the subconsultants identified in Section 5.0, above.

Programming (includes testing, surveys, early reports) (10%) \$10,875.00  
Conceptual Design (10%) \$10,875.00  
Design Development (15%) \$16,312.50  
Working Drawings & Specifications (40%) \$43,500.00



Bidding (5%) \$5,437.50

Construction Administration (20%) \$21,750.00

In addition, allowance for deputy inspections, testing, plan check, building permits or other required services, subject to Commission review and approval, shall be up to \$80,000.00. These items shall be at cost; Consultant shall not charge mark up for these types of items.

Additionally, any Agreement amendment or combination of amendments that might result in a total adjusted Agreement sum of Fifty Thousand Dollars (\$50,000) or above per calendar year must first be approved by the Board of Commissioners of the Commission.

#### **Section 10.0 Compensation Adjustments**

There shall be no adjustments to compensation except as authorized by amendment as specified in Section 40.0, Amendments. Changes in compensation shall only be adjusted by amendment as a result of changes in the Scope of Work. All costs of the Work and other costs, fees, or expenses, of any kind, in excess of the compensation as specified in this Agreement, and as adjusted by amendment, shall be borne solely by Consultant, without reimbursement by Commission.

#### **Section 11.0 Notice to Proceed**

The Consultant will perform services for each phase upon receipt of a written Notice to Proceed from the Commission. The Consultant will only perform the scope of work for the phase(s) identified in the Notice to Proceed.

#### **Section 12.0 Payment Schedule**

The Consultant shall submit invoices for compensation for each phase of the scope of services, in a format approved by the Commission, depicting a detailed, itemized list of actual work completed and total amount due, on a monthly basis. Said compensation shall be considered full and complete reimbursement for all of the Consultant's costs associated with the services provided hereunder, including all indirect costs, overhead, and insurance premiums.

Consultant shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Consultant.

#### **Section 13.0 Source and Appropriation of Funds**

The Commission's obligation is payable only and solely from funds appropriated through the Board of Supervisors of the County of Los Angeles and for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1. In the event

this Agreement extends into the succeeding fiscal year and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will notify the Consultant in writing within ten days of receipt of non-appropriation notice. Consultant shall be entitled to payment for all work completed through date of receipt of said notice.

#### **Section 14.0 Conflict of Interest**

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Agreement, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall, upon written request, disclose in writing to the Commission any other contractual or employment arrangement from which it receives compensation. The Consultant agrees not to accept any employment during the term of this Agreement by any other person, business or corporation which employment will or may likely develop a conflict of interest between Commission's interests and the interest of third parties.

#### **Section 15.0 Commission Ownership of Documents**

All drawings and specifications prepared and furnished by the Consultant shall become the property of the Commission upon their approval in writing by the Commission or upon the prior termination of the Consultant's services hereunder, and the Consultant shall have no claim of any kind, including without limitation, for further employment or additional compensation as a result of exercise by the Commission of its full rights of ownership and use of these documents and materials. The Consultant shall retain a record copy for its own files.

#### **Section 16.0 Indemnification**

Consultant shall indemnify, defend and hold harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County") and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) **(collectively quote claims,)** arising from or connected with Consultant's acts and/or omissions arising from and/or relating to this Agreement, **except if those claims are in any part the result of active negligence of the Commission, Housing Authority, County and their elected and appointed officers, employees, and agents.**

#### **Section 17.0 Insurance**

The Consultant shall procure and maintain at Consultant's expense for the duration of this Agreement the following insurance against which may arise from or in connection with the performance of the work by the consultant, its agents, representatives, employees or subconsultants, from an insurance company that is admitted to write insurance in

California or that has a rating of or equivalent to A:VIII by A. M. Best & Company. Any deviation from this rule shall require specific approval in writing by Commission.

The consultant shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required herein and which reflect the Commission, Housing Authority, and County's status as additional insureds as required below. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, the Housing Authority, the County, their officials, agents, and employees shall be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the consultant; products and completed operations of the consultant; premises owned, leased or used by the consultant. **Further, the Professional liability insurance deductible shall not be greater than \$25,000.**

PROFESSIONAL LIABILITY INSURANCE (errors and omissions) in an amount not less than One Million Dollars (\$1,000,000) aggregate per claim. **Further, the Professional liability insurance deductible shall not be greater than \$25,000.**

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

Any self-insurance program and self-insured retention must be separately approved by the Commission.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after thirty (30) days' prior written notice to the Commission, and shall be primary and not contributing to any other insurance or self-insurance maintained by the Commission.

All coverage for subconsultants shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

Failure on the part of the Firm to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement.

### **Section 18.0 Compliance with Laws**

The Consultant agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. As the compensation under this Agreement is in excess of \$100,000, the Consultant shall comply with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 18579(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Consultant must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

#### **Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973**

No person in the United States shall be excluded from participating in, be denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

#### **Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

During the performance of the Agreement, the Consultant agrees to comply with the following federal provisions:

#### **Executive Order 11246 and 11375 Equal Opportunity (Non-Discrimination in Employment by Government Consultants, Subconsultants, and Consultants)**

During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited

to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this non-discrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Agreement or understanding, a notice, which is to be provided to the agency contracting officer, advising the labor union or worker's representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of the Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subconsultant or vendor as result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Under Title VI of the Civil Rights Act of 1964, and Section 109 of the Housing and Community Development Act of 1974, no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

## **Section 19.0 Suspension and Termination**

### **Section 19.1 Suspension**

- 19.1.1 Commission, at its convenience, and without further liability except as herein specified, may suspend this Agreement, in whole or in part, by written notice personally delivered to Consultant specifying the effective date and extent of the suspension.
- 19.1.2 Consultant shall immediately discontinue all services unless otherwise indicated by Contacting Officer.
- 19.1.3 Upon request of Contracting Officer, Consultant shall surrender within ten (10) days from receipt of said notice, all drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the Project, whether complete or in progress, as may have been accumulated by Consultant.
- 19.1.4 In the event the entire Agreement is suspended, Commission shall pay Consultant reasonable demobilization expenses subject to Commission's rights of set-off, recoupment and withholding. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable cost of suspending any commitments for services not yet complete. Commission shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.
- 19.1.5 In the event the entire Agreement is suspended and Consultant is directed to remobilize within one calendar year of the effective date of the suspension, Commission shall pay remobilization expenses directly attributable to restarting services hereunder and, at Consultant's option, Consultant and Commission shall negotiate Consultant's fees for services remaining under this Agreement. If no agreement as to expenses and fees can be reached, this Agreement may be terminated for the Commission's convenience.
- 19.1.6 In the event the entire Agreement is suspended and the period of suspension exceeds one calendar year, this Agreement may be deemed terminated for the convenience of Commission upon written notice to the Consultant.

### **Section 19.2 Termination for Convenience of the Commission**

- a. The Commission reserves the right to cancel this Agreement in whole or in part for any reason at all upon ten (10) days' prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the project. Commission will pay Consultant

termination expenses subject to the Commission's rights of recoupment, set-off and withholding.

- b. Consultant shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all data, reports, estimates, summaries, designs, drawings, specifications, notes, and other work and data developed in the performance of this Agreement, whether complete or in process, as may have been accumulated by Consultant.
- c. Commission may take over the work and services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to Commission for any excess costs incurred by Commission in completing the scope of work of this Agreement.
- d. Consultant shall assign the contracts of its consultants and/or their subconsultants to Commission, to the extent requested by the Contracting Officer.

### **Section 19.3 Termination for Cause and / or Default**

This Agreement may be terminated by the Commission upon **10 days'** written notice to the Consultant for cause and/or default (failure to perform satisfactorily any of the Agreement terms, conditions and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

- A. Continuing failure of the Consultant to perform any work required to be performed hereunder in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for a satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to suspend the performance of this Agreement by Consultant in whole or in part.
- B. Should the Consultant fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than five (5) days by the Consultant, then notice of deficiency thereof in writing may be served upon Consultant by the Commission. Should the Consultant fail to comply with the terms of this Agreement within five (5) days thereafter, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Consultant in whole or in part.
- C. Failure on the part of the Consultant to procure or maintain insurance required by this Agreement shall constitute a material breach of Agreement upon which the Commission may immediately terminate this Agreement.

- D. In the event that a petition of bankruptcy shall be filed by or against the Consultant.
- E. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, with respect to all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement, Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed, subject to the Commission's rights of recoupment, cut-off, and withholding.

#### **Section 19.4 Termination for Improper Consideration**

Commission may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of termination for cause and / or default by the Consultant.

Consultant shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Commission.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **Section 19.5 Consultant Responsibility and Debarment**

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as fitness, capacity and experience to satisfactorily perform the Agreement. It is the policy of the Commission to conduct business only with responsible consultants.

The Consultant is hereby notified that, if the Commission acquires information concerning the performance of the Consultant on this or other contracts which indicated that the Consultant is not responsible, the Commission may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding on Commission contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Consultant may have with the Commission.



The Commission may debar a consultant if the Board of Commissioners finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the Commission, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the Commission or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

If there is evidence that the Consultant may be subject to debarment, the Commission will notify the Consultant in writing of the evidence, which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

The Consultant hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Consultant Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Consultant Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Consultant hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. These terms shall also apply to subconsultants of the Consultant.

#### **Section 20.0 Remedies**

- a. The rights and remedies of the Commission provided for under this Agreement are in addition to any other rights and remedies provided by law.
- b. Commission may assert, either during or after performance of this Agreement any right of recovery it may have against Consultant by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.
- c. The rights and remedies of the Commission under this Agreement are in addition to any right or remedy provided by California law.

#### **Section 21.0 Compliance With Jury Service Program**

Unless Consultant has demonstrated to the Commission's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program or that Consultant qualifies for an exception to the Jury Service Program, Consultant shall have and adhere to a written policy that provides that its employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury

service with the Consultant or that the Consultant deduct from the employee's regular pay the fees received for jury service.

For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Consultant. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the Commission under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify Commission if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Agreement and at its sole discretion, that Consultant demonstrate to the Commission's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.

Consultant's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, Commission may, in its sole discretion, terminate the Agreement and/or bar Consultant from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

#### **Section 22.0 Certification Regarding Lobbying**

Consultant is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of the Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification of said documents.

The Consultant must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subconsultants acting on behalf of the

Consultant will comply with the Lobbyist Requirements. The signed County and Federal Lobbyist Certifications submitted with the Agreement are incorporated herein.

Failure on the part of the Consultant or persons/subconsultants acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

### **Section 23.0 Safety Standards and Accident Prevention**

The Consultant shall comply with applicable Federal, state and local laws governing safety, health and sanitation. The Consultant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

### **Section 24.0 Drug Free Workplace Act of the State of California**

The Consultant certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990.

### **Section 25.0 Severability**

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

### **Section 26.0 Interpretation**

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

### **Section 27.0 Waiver**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Neither the Commission's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the

Consultant's negligent performance of any of the services furnished under this Agreement.

### **Section 28.0 Commission's Quality Assurance Plan**

The Commission or its agent will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Agreement terms and performance standards. Consultant deficiencies which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Consultant. If improvement does not occur consistent with the corrective action measures, Commission may terminate this Agreement or impose other penalties as specified in the Agreement.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Agreement to evaluate the performance of the Consultant. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Consultant whether this Agreement will be terminated at the end of the current year or will be continued into the next Agreement year.

### **Section 29.0 Agreement Evaluation and Review**

The ongoing assessment and monitoring of this Agreement is the responsibility of the Commission's Contracting Officer or designee.

### **Section 30.0 Adherence to Commission's Child Support Compliance Program**

Consultant acknowledges that Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through this Agreement are in compliance with their court-ordered child, family and spousal obligations in order to mitigate the economic burden otherwise imposed upon taxpayers of the County.

As required by Commission's Child Support Compliance Program and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wages and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **Termination for Breach of Warranty to Maintain Compliance with Commission's Child Support Compliance Program**

Failure of Consultant to maintain compliance with the requirements set forth in this Section 30.0 "Adherence to Commission's Child Support Compliance Program" shall constitute a default by Consultant under this Agreement. Without limiting the rights and

remedies available to the Commission under any other provision of the Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the Commission's Board of Commissioners may terminate this Agreement.

#### **Post L.A.'s Most Wanted Parents List**

Consultant acknowledges that Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is Commission's policy to encourage all Commission consultants to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. District Attorney will supply Consultant with the poster to be used.

#### **Section 31.0 Access and Retention of Records**

Consultant shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Consultant which are directly pertinent to the specific Agreement for the purpose of making audits, examinations, excerpts and transcriptions. The Consultant is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Agreement.

#### **Section 32.0 Copyright**

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. All documents become the property of the Commission and the Commission holds all the rights to said data. The Consultant assumes no responsibility for the use of documents in whole or in part in connection with work that is outside the scope of this Agreement.

#### **Section 33.0 Patent Rights**

The Commission will hold all the patent rights with respect to any discovery or invention that arises or is developed in the course of, or under this Agreement.

#### **Section 34.0 Use of Recycled-Content Paper Products**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

#### **Section 35.0 Notices**

Notices herein shall be presented in person or by certified or registered U.S. mail as follows:

Consultant: PEDRO BIRBA, Principal  
Birba Group Architects  
2350 Hyperion Avenue  
Los Angeles, CA 90027

Commission: BYRON ELY, CBO, Director  
Construction Management Division  
Community Development Commission  
4800 E. Cesar Chavez Ave  
Los Angeles, CA 90022

### **Section 36.0 Federal Earned Income Credit**

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

### **Section 37.0 Consideration of GAIN/GROW Participants for Employment**

Should the Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. The Consultant shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

### **Section 38.0 Safely Surrendered Baby Law**

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org).

The Consultant acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Commission's policy to encourage all Commission Consultants to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the subconsultant's place of business. The Consultant and its subconsultants can obtain posters from the Department of Children and Family Services of the County of Los Angeles.

### **Section 39.0 Conflict of Interest**

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall, disclose in writing to the Commission any other contract or employment during the term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

### **Section 40.0 Amendments**

This Agreement may be modified by written amendment, duly executed by both parties.

### **Section 41.0 Entire Agreement**

This Agreement, including the appendices listed below, consists of 28 pages, which constitute the entire understanding and agreement of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Commission and contains all the covenants and agreements between the parties with respect to such retention.

- A. Required Forms
- B. Required Notices

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Signature page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above.

COMMISSION

COMMUNITY DEVELOPMENT  
COMMISSION OF THE COUNTY OF  
LOS ANGELES, A BODY  
CORPORATE AND POLITIC

BY:

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CARLOS JACKSON

Title: Executive Director

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Date:

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APPROVED AS TO PROGRAM:

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BYRON ELY, CBO, Director

APPROVED AS TO PROGRAM:

DIVISION DIRECTOR, Contracting  
Officer

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By:   
Paul Hansen  
Deputy

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CORPORATE SEAL

CONSULTANT

BIRBA GROUP ARCHITECTS

License Number C 12848, Expires April 30, 2007

BY:   
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PEDRO BIRBA

Title: PRINCIPAL

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Date:

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**BUSINESS ADDRESS**

2350 Hyperion Ave  
Los Angeles, CA 90027

- If sole proprietor, one signature of sole proprietor.
- If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.
- If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.